

# 114742

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MAY 23 2019

**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

CHECK AMT. 9,100.00

PROCESSOR

**IN THE MATTER OF THE LICENSURE OF  
DAVID CLAYBORNE-HARRIS,  
(NPN 18248897)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME David Clayborne-Harris ("Agent") and the North Carolina Department of Insurance ("Department") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing insurance agents; and

WHEREAS, Agent holds a non-resident insurance producer license ("License") issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-33-32(k) provides:

A producer shall report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter. As used in this subsection, 'administrative action' includes enforcement action taken against the producer by the FINRA. This report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action [and;]

WHEREAS, effective on or about April 20, 2018, the North Dakota Department of Insurance revoked Agent's insurance producer's license in that state ("North Dakota Action"); and

WHEREAS, effective on or about September 6, 2018, the Utah Insurance Commissioner revoked Agent's insurance producer's license in that state ("Utah Action"); and

WHEREAS, effective on or about November 2, 2018, the Louisiana Department of Insurance revoked Agent's insurance producer's license in that state ("Louisiana Action"); and

WHEREAS, effective on or about December 17, 2018, the Delaware Department of Insurance revoked Agent's insurance producer's license in that state ("Delaware Action"); and

WHEREAS, the North Dakota, Utah, Louisiana and Delaware Actions are administrative actions within the meaning of N.C. Gen. Stat. § 58-33-32(k); and

WHEREAS, Agent did not report the North Dakota, Utah, Louisiana or Delaware Actions to the Commissioner within 30 days of the Actions' respective effective dates; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(2) permits the North Carolina Commissioner of Insurance ("Commissioner") to revoke an insurance producer's license for "[v]iolating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's insurance regulator, or violating any rule of the FINRA;" and

WHEREAS, Agent violated N.C. Gen. Stat. § 58-33-32(k) – an insurance law of this state – by failing to timely report the North Dakota, Utah, Louisiana or Delaware Actions to the Commissioner; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license issued by the Department, or as to any civil penalty or restitution;

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, the Parties have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Agent hereby agree to the following:

1. Immediately upon signing this Agreement, Agent shall pay a civil penalty of **One Thousand Dollars and No Cents (\$1,000.00)** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Agent shall remit the civil penalty by certified mail, return receipt requested (attention: Jeff Miller, ASD, 1204 Mail Service Center, Raleigh, NC 27699-1202), to the Department along with the original of this Agreement bearing Agent's signature. The civil penalty and the signed Agreement must be received by the Department **no later than May 24, 2019**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. Agent shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Agent.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's license may be revoked for violating an Order of the



Commissioner.

4. Agent enters into this Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Agent for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Agent or in any other complaints involving Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Agent shall reflect that Regulatory Action has been taken against Agent. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. Agent understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Agent, that regulator may require Agent to report this administrative action to it. Agent understands and agrees that the Department cannot give Agent legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Agent and the Department.

  
David Clayborne-Harris

Date: 5/16/19

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 

Ange Hatchell  
Deputy Commissioner

Date: 5/23/19